

[Your Name]  
[Your Address]  
[City, State, Zip Code]  
[Email Address]  
[Phone Number]  
[Date]

[Recipient's Name]  
[Recipient's Position]  
[Company Name]  
[Company Address]  
[City, State, Zip Code]

Dear [Recipient's Name],

Subject: Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of [Effective Date], by and between [Your Company Name], a [Your State] corporation, with a principal place of business at [Your Address] ("Disclosing Party"), and [Recipient's Company Name], with a principal place of business at [Recipient's Address] ("Receiving Party").

1. **\*\*Definition of Confidential Information\*\***

For purposes of this Agreement, "Confidential Information" shall include all information, whether written, oral, or electronic, that is disclosed by the Disclosing Party to the Receiving Party and is designated as confidential or should be reasonably understood to be confidential.

2. **\*\*Obligations of Receiving Party\*\***

The Receiving Party agrees to:

- a. Keep the Confidential Information confidential and limit its use to the purposes specified in this Agreement.
- b. Not disclose the Confidential Information to any third party without prior written consent from the Disclosing Party.
- c. Take all reasonable measures to protect the confidentiality of the Confidential Information consistent with its own confidential information.

3. **\*\*Exclusions from Confidential Information\*\***

Confidential Information shall not include information that:

- a. Is or becomes publicly known through no breach of this Agreement;
- b. Is received from a third party without breach of any obligation of confidentiality;
- c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. **\*\*Term\*\***

This Agreement shall remain in effect for [Duration] from the Effective Date.

5. **\*\*Return of Materials\*\***

Upon termination of this Agreement, or upon written request from the Disclosing Party, the Receiving Party shall return or destroy all materials containing Confidential Information.

6. **\*\*Governing Law\*\***

This Agreement shall be governed by and construed in accordance with the laws of the State of [Your State].

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date first above written.

[Your Company Name]

By: \_\_\_\_\_

[Your Name]

[Your Title]

[Recipient's Company Name]

By: \_\_\_\_\_

[Recipient's Name]

[Recipient's Title]

[Date]